

# **Exhibit 1**

**UNITED STATES DISTRICT COURT  
EASETERN DISTRICT OF MICHIGAN  
SOUTHERN DISTRICT**

Cynthia Applebaum, Warren Black,  
Anita Matlock, Patrick Ridgeway,  
and William Sly, individually and on  
behalf of all others similarly situated,

Case No.: 2:14-cv-13005-AC-MKM

Hon. Avern Cohn

Plaintiffs,

vs.

MGM Grand Detroit, LLC,

Defendant.

**JOINT STIPULATION OF SETTLEMENT AND RELEASE**

This Joint Stipulation of Settlement and Release between Plaintiffs and Defendant is made and entered into by and between Plaintiffs Cynthia Applebaum, Warren Black, Anita Matlock, Patrick Ridgeway, and William Sly ("Plaintiffs") on behalf of themselves and others similarly situated on the one hand, and MGM Grand Detroit, LLC ("Defendant") on the other hand.

**THE PARTIES STIPULATE AND AGREE as follows:**

1. The following terms shall have the meanings ascribed to them below:

a. "Action" means the lawsuit captioned above, pending in the United States District Court, Eastern District of Michigan, Southern Division, Case No. 2:14-cv-13005-AC-MKM.

b. "Authorized Claimant" means all Class Members who do not exclude themselves from the Settlement Class and who submit a timely and valid Claim and Consent Form to the Claims Administrator.

c. "Claims Administrator" means CPT Group, or such other claims administrator as may be mutually agreeable to the Parties.

1           d. "Claim and Consent Form" means proof of claim, consent to  
2 join, and release in substantially the form as Exhibit A, attached hereto.

3           e. "Claims Deadline" means the date 30 days following the date on  
4 which the Settlement Administrator first mails Notices, Claim and Consent Forms,  
5 and Exclusion Forms to the Class Members.

6           f. "Class Counsel" means Pitt McGehee Palmer & Rivers, P.C.

7           g. "Class Counsel Award" shall have the meaning ascribed to it in  
8 paragraph 14 below.

9           h. "Class Members" means those individuals that are within the  
10 Settlement Class, each of whom is a "Class Member."

11           i. "Class Period" means August 1, 2011 through April 13, 2014,  
12 the entry of the Final Order and Judgment by the Court.

13           j. "Class Representatives" means Cynthia Applebaum, Warren  
14 Black, Anita Matlock, Patrick Ridgeway, and William Sly.

15           k. "Class Deponents" mean the following six opt-in plaintiffs who  
16 appeared for deposition in this matter: Andre Delati, Claudia Yates, Oliver Ingram,  
17 Jamil Hedo, James Hosking and Yancy Yarbrough.

18           l. "Class Participants" mean the following eighteen opt-in  
19 plaintiffs who directly participated in the discovery process including providing  
20 responsive answers and documents in response to Defendant's Interrogatories and  
21 Requests to Produce: Durga Adhikari, Aaron Bugeja, Linda Bostic, Felicia Cheeks,  
22 Claudio Chiarot, Rosie Dancy, Bonita Griffin-Ritter, Carol Humphrey, David  
23 Jones, Eric Klein, Tawana Knight, Melissa Marshall, Quang Nguyen, Linda Nybo,  
24 Timothy Nybo, David Okon, Jeremy Price, Catharine Ratledge, Cynthia Ronan,  
25 Steve Sarti, Winfred Shepherd, Donna Smith, Zina Spencer, Jermel Stephens,  
26 Lakesha Ward and Katrina Young.

27           m. "Class Participant Notice" means the Notice of Pendency of  
28 Class Action, Proposed Settlement and Hearing Date for Final Court Approval sent

1 to all Class Representative, Class Deponents, and Class Participants identified in  
2 Paragraphs l(j)-(l) above, in substantially the form attached hereto as **Exhibit B**,  
3 and as approved by the Court.

4 n. "Court" means the United States District Court, Eastern District  
5 of Michigan, Southern District.

6 o. The Court's "Preliminary Approval Order" means the  
7 preliminary order approving the settlement, as more fully described in paragraph 25  
8 below, and in substantially the form attached hereto as **Exhibit C**, and as approved  
9 by the Court.

10 p. The Court's "Final Order and Judgment" means the Final Order  
11 Approving Class Action Settlement and Judgment, as more fully described in  
12 paragraph 27 below in substantially the form attached hereto as **Exhibit D**, and as  
13 approved by the Court.

14 q. "Defendant" means MGM Grand Detroit, LLC.

15 r. "Effective Date" shall have the meaning ascribed to it in  
16 paragraph 12(b) below.

17 s. "Enhancement Award" means, subject to approval by the Court,  
18 a maximum payment of \$7,500 to the Class Representatives, \$5,000 to each Class  
19 Deponent and \$3,500 to each Class Participant, , to be paid from the Maximum  
20 Settlement Amount in addition to the Class Representatives' and Class Deponents'  
21 individual settlement award pursuant to this Settlement.

22 t. "Exclusion Form" means the Exclusion Form in substantially  
23 the form attached hereto as **Exhibit E** and as approved by the Court.

24 u. "Maximum Settlement Amount" shall be as defined in  
25 paragraph 12(c) below.

26 v. "Net Settlement Amount" shall be as defined in paragraph 12(c)  
27 below.

28 w. "Non-Participant Class Notice" means the Notice of Pendency

1 of Class Action, Proposed Settlement and Hearing Date for Final Court Approval  
2 sent to all Class Members, in substantially the form attached hereto as **Exhibit F**,  
3 and as approved by the.

4 x. "Objection/Exclusion Deadline" means the date that is 30  
5 calendar days following the mailing of the Notice.

6 y. "Parties" means collectively the Defendant and Plaintiffs, each  
7 of whom is a "Party."

8 z. "Plaintiffs" means Cynthia Applebaum, Warren Black, Anita  
9 Matlock, Patrick Ridgeway, and William Sly.

10 aa. "Released Claims" means that upon final approval by the Court,  
11 the Settlement Class and each member of the Settlement Class who has not  
12 submitted a timely and valid Request for Exclusion Form, fully and finally releases  
13 and discharges MGM Grand Detroit, LLC, its present and former parent entities,  
14 subsidiaries, related or affiliated companies, shareholders, officers, directors,  
15 managers, members, employees, agents, attorneys, insurers, successors and assigns,  
16 and any individual or entity that could be jointly liable with MGM Grand Detroit,  
17 arising from any and all applicable local, state and federal law wage-and-hour  
18 claims (including, but not necessarily limited to, contractual or common law claims  
19 for unpaid minimum wages, straight time wages if greater than minimum wage,  
20 unpaid overtime, waiting time or waiting time penalty claims under the Fair Labor  
21 Standards Act, 29 U.S.C. § 201, *et seq.*, and rights, demands, liabilities and causes  
22 of action of every nature and description, whether known or unknown, arising  
23 during the Class Period, and/or which arose out of or could have arisen out of the  
24 facts alleged in this action.

25 bb. "Released Parties" collectively means: (i) MGM Grand Detroit,  
26 LLC; (ii) MGM Grand Detroit, LLC's respective past, present and future parents,  
27 subsidiaries, joint ventures, and affiliates; (iii) the past, present and future  
28 shareholders, directors, officers, members, managers, agents, employees, attorneys,

1 insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any  
2 individual or entity which could be jointly liable with any of the foregoing.

3 cc. "Settlement" or "Stipulation of Settlement" means this Joint  
4 Stipulation of Settlement and Release between Plaintiffs and Defendant.

5 dd. "Settlement Awards" means Settlement amounts paid by  
6 Defendant to Authorized Claimant based the total amount of shifts worked by Class  
7 Members during the Class Period in comparison to the total number of shifts  
8 worked by all Class Members during the Class Period.

9 ee. "Settlement Class Members" or "Settlement Class" means all  
10 current and former Table Games Floor Supervisors and Assistant Floor Supervisors  
11 employed by Defendant during the Class Period.

12 2. On August 1, 2014, Plaintiffs filed a collective action lawsuit on behalf  
13 of themselves and all individuals similarly situated, asserting that MGM Grand  
14 Detroit failed to compensate a class of similarly situated and typical employees the  
15 proper amount of wages and overtime pursuant to federal law.

16 3. The Parties engaged in numerous settlement negotiations over the  
17 course of the litigation, including attendance at private mediation. Over the course  
18 of these negotiations, the Parties engaged in extensive discussions regarding their  
19 respective positions and the information and data produced in discovery.  
20 Defendant and Plaintiffs also engaged in extensive evaluation of the merits of the  
21 claims alleged. Numerous depositions of the Plaintiffs were taken and the parties  
22 exchanged extensive documentation related to the underlying claims and damages.  
23 As a result of the extensive discovery and negotiations regarding the strengths of  
24 their respective positions, the parties were ultimately able to reach a proposed class  
25 action settlement through arms-length direct negotiations.

26 4. The Parties now enter into this Stipulation of Settlement for  
27 preliminary and final Court approval of the Settlement. The Settlement Class shall  
28

1 not include any person who submits a timely and valid Exclusion form as provided  
2 in this Settlement.

3 5. Solely for purpose of settling this case, the Parties stipulate and agree  
4 that the requisites for establishing class certification with respect to the Settlement  
5 Class have been and are met. More specifically, for purposes of this Settlement  
6 only, the Parties stipulate and agree that:

7 a. The Settlement Class is ascertainable and so numerous as to  
8 make it impracticable to join all Class Members.

9 b. Plaintiffs believe there are common questions of law and fact  
10 including, but not limited to, whether Defendant complied with applicable laws  
11 affecting Plaintiffs and the other Class Members regarding unpaid wages, unpaid  
12 overtime, penalties, and interest as authorized by statute.

13 c. Plaintiffs believe their claims are typical of the claims of the  
14 members of the Settlement Class.

15 d. Plaintiffs believes they will fairly and adequately protect the  
16 interests of the Settlement Class, and that Pitt McGehee Palmer & Rivers, P.C.  
17 should be deemed and appointed as Class Counsel and will fairly and adequately  
18 protect the interests of the Settlement Class.

19 e. The prosecution of separate actions by individual members of  
20 the Settlement Class would create the risk of inconsistent or varying adjudications,  
21 which would establish incompatible standards of conduct.

22 f. With respect to the Settlement Class, Plaintiffs believe that  
23 questions of law and fact common to the members of the Settlement Class  
24 predominate over any questions affecting any individual member in such Class, and  
25 a class action is superior to other available means for the fair and efficient  
26 adjudication of the controversy.

27 6. This Settlement is not an admission of any liability or wrongdoing by  
28 Defendant or any of the Released Parties. Defendant, on its own behalf and on



1 behalf of the Released Parties, specifically denies any liability or wrongdoing of  
2 any kind whatsoever for the claims alleged in the Action, and further denies that,  
3 for any purpose other than settling the Action, the Action is appropriate for class or  
4 representative treatment. With respect to Plaintiffs' claims, Defendant contends,  
5 among other things, that it has complied with all applicable state, federal and local  
6 laws affecting Plaintiffs and the other Class Members regarding unpaid wages,  
7 unpaid overtime, and penalties.

8 7. It is the desire of the Parties to fully, finally and forever settle,  
9 compromise, and discharge all Released Claims. To achieve a full and complete  
10 release of all Released Claims in favor of Defendant and the other Released Parties,  
11 each Class Member acknowledges that this Stipulation of Settlement is intended to  
12 include all Released Claims against all Released Parties as of the date of the Court's  
13 Final Order and Judgment.

14 8. It is the intention of the Parties that this Stipulation of Settlement shall  
15 constitute a full, final, and complete settlement and release of all Released Parties  
16 with respect to all Released Claims.

17 9. Class Counsel has conducted a thorough investigation into the facts of  
18 the Action, including an extensive review of relevant documents and data, and have  
19 diligently pursued an investigation of Class Members' claims against Defendant  
20 and the other Released Parties. Based on their independent investigation and  
21 evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable  
22 and adequate and is in the best interest of the Settlement Class in light of all known  
23 facts and circumstances, including the risk of significant delay, the potential that  
24 class certification may not be granted, the defenses asserted by Defendant, and  
25 numerous potential appellate issues. Defendant and Defendant's counsel also agree  
26 that the Settlement is fair and in the best interest of the Settlement Class.

27 10. The Parties agree to cooperate and take all steps necessary and  
28 appropriate to consummate this Settlement and to dismiss this case with prejudice



1 after all Settlement sums have been paid out in accordance with this Stipulation of  
2 Settlement.

3 11. Settlement Awards will be allocated from the Net Settlement Amount.  
4 Defendant's aggregate maximum total payment under the Settlement, inclusive of  
5 all amounts for all claims, attorneys' fees and costs, Enhancement Awards, claims  
6 administration costs, payroll taxes on the wage portion of the Settlement Awards,  
7 and any and all other payments provided by this Settlement, is \$450,000 as set forth  
8 in paragraph 12(c) below ("Maximum Settlement Amount"). It is further  
9 understood and agreed by the Parties that the following amounts shall be paid from  
10 the Maximum Settlement Amount: (a) Settlement Awards to all Authorized  
11 Claimants; (b) the Enhancement Awards approved by the Court; (c) the fees and  
12 expenses of the Claims Administrator up to a maximum of \$7,500; (d) the  
13 employee's share of payroll taxes on the wage portion of the Settlement Awards;  
14 (e) attorney's fees in the amount of \$150,000, and costs of \$12,500 to Class  
15 Counsel; and (f) any other payments provided by this Settlement. By virtue of the  
16 Settlement and in connection with the Action, Defendant and the other Released  
17 Parties shall have no obligation to pay any person or entity any amounts beyond the  
18 Maximum Settlement Amount.

19 TERMS OF SETTLEMENT

20 12. NOW THEREFORE, in consideration of the mutual covenants,  
21 promises and agreements set forth herein, the Parties agree, subject to the Court's  
22 approval, as follows:

23 a. Settlement All-Inclusive: It is agreed by and among Plaintiffs  
24 and Defendant that the Action and any Released Claims, damages or causes of  
25 action of any kind that could have been raised during the Class Period, be settled  
26 and compromised as between the Settlement Class on the one hand and Defendant  
27 and the Released Parties on the other hand, subject to the terms and conditions set  
28 forth in this Stipulation of Settlement and the approval of the Court. This

1 Settlement shall bind the Settlement Class, Defendant and their respective counsel,  
2 subject to the terms and conditions hereof and the Court's approval.

3           b. Effective Date: The Settlement embodied in this Stipulation of  
4 Settlement shall become effective when all of the following events have occurred  
5 ("Effective Date"): (i) this Stipulation of Settlement has been executed by all  
6 Parties, Class Counsel and Defendant's Counsel; (ii) the Court has given  
7 preliminary approval to the Settlement; (iii) the Notices have been sent to the Class  
8 Members, providing them with an opportunity to submit a Claim and Consent  
9 Form, opt out of the Settlement, or to object to the Settlement; (iv) the Court has  
10 held a formal fairness hearing and entered the Court's Final Order and Judgment  
11 Dismissing the Action; and (v) in the event there are written objections filed prior  
12 to the formal fairness hearing which are not later withdrawn, the later of the  
13 following events: (A) when the period for filing any appeal, writ or other appellate  
14 proceeding opposing the Settlement has elapsed without any appeal, writ or other  
15 appellate proceeding having been filed; (B) when any appeal, writ or other appellate  
16 proceeding opposing the Settlement has been dismissed finally and conclusively  
17 with no right to pursue further remedies or relief; or (C) when any appeal, writ or  
18 other appellate proceeding has upheld the Court's Final Order and Judgment with  
19 no right to pursue further remedies or relief. In this regard, it is the intention of the  
20 Parties that the Settlement shall not become effective until the Court's Final Order  
21 and Judgment is completely final, and there is no further recourse by any appellant  
22 or objector who seeks to contest the Settlement. It is further agreed by the Parties  
23 that this Settlement shall not become effective if Defendant or the other Released  
24 Parties, contrary to paragraph 12(c) below, are required to pay to any person or  
25 entity any amounts beyond the Maximum Settlement Amount.

26           c. Maximum Settlement Amount and Net Settlement Amount: To  
27 implement the terms of this Settlement, Defendant agrees to pay a maximum of  
28 \$450,000 as the "Maximum Settlement Amount," which includes all Settlement

1 Awards to Authorized Claimants, the Enhancement Awards to the Class  
2 Representatives and Class Deponents, the attorneys' fees and costs to Class  
3 Counsel, the Authorized Claimants' portion of payroll taxes on the wage portion of  
4 the Settlement awards, and the claims administration costs and expenses. At no  
5 time shall Defendant have the obligation to segregate the funds comprising the  
6 Maximum Settlement Amount, and Defendant shall retain exclusive authority over  
7 and responsibility for those funds after the Court's final approval of this Settlement  
8 and the expiration of any other applicable period referenced in this Stipulation of  
9 Settlement, and subject to disbursement of the funds necessary for payment of the  
10 Settlement Awards, the approved attorneys' fees and costs for Class Counsel, the  
11 approved Enhancement Awards to the Class Representatives and Class Deponents,  
12 the approved claims administration fees and expenses, the payroll taxes on the wage  
13 portion of the Settlement Awards, and any other payments provided by this  
14 Settlement. All Settlement Awards to Authorized Claimants, the Enhancement  
15 Awards, the attorneys' fees and costs of Class Counsel, the fees and expenses of the  
16 Claims Administrator, and the Authorized Claimants' share of the payroll taxes  
17 attributed to the wage portion of the Settlement Awards shall be paid out of the  
18 Maximum Settlement Amount. The Net Settlement Amount will be calculated by  
19 deducting all attorneys' fees, costs, the enhancement award, and claims  
20 administration expenses from the Maximum Settlement Amount. Settlement  
21 Awards to the Authorized Claimants will be calculated by Defendant and approved  
22 by Class Counsel.

23 d. Settlement Awards to Class Members: Settlement Awards for  
24 Authorized Claimants will be paid out of the Net Settlement Amount based on the  
25 formula described below. The total settlement amount was attained by taking the  
26 total number of shifts worked by the Settlement Class over the Class Period. Each  
27 Authorized Claimant will receive a proportionate amount based on the percentage  
28 of shifts each Authorized Claimant worked as compared with the total amount of

1 shifts worked by the entire Settlement Class. Based on a total of 82,710 shifts  
2 worked by the Settlement Class over the Class, each Authorized Class Member will  
3 receive approximately \$1.63 per shift. The number of shifts worked by the  
4 Settlement Class will be determined by reference to Defendant's records and will  
5 be presumed to be correct unless credible written evidence to the contrary is timely  
6 submitted to the Claims Administrator.

7 e. Settlement Award Allocation: Each Authorized Claimant will be  
8 allocated from the Net Settlement Amount and paid as follows: one-third of his/her  
9 Settlement Award will be allocated to alleged unpaid wages for which IRS Forms  
10 W-2 will issue, one-third of his/her Settlement Award will be allocated to alleged  
11 unpaid penalties, and the other one-third of his/her Settlement Award will be  
12 allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue.

13 f. Settlement Awards Do Not Trigger Additional Benefits: All  
14 Settlement Awards to Authorized Claimants shall be deemed to be income to such  
15 Authorized Claimants solely in the year in which such awards actually are received  
16 by the Authorized Claimants. It is expressly understood and agreed that the receipt  
17 of such Settlement Awards will not entitle any Authorized Claimants to additional  
18 compensation or benefits under any company bonus, contest or other compensation  
19 or benefit plan or agreement in place during the period covered by the Settlement,  
20 nor will it entitle any Authorized Claimants to any increased retirement, 401(k)  
21 benefits or matching benefits, or deferred compensation benefits. It is the intent of  
22 this Settlement that the Settlement Awards provided for in this Agreement are the  
23 sole payments to be made by Defendant to the Authorized Claimants in connection  
24 with this Settlement, and that the Authorized Claimants are not entitled to any new  
25 or additional compensation or benefits as a result of having received the Settlement  
26 Awards (notwithstanding any contrary language or agreement in any benefit or  
27 compensation plan document that might have been in effect during the period  
28 covered by this Settlement).

1                   g.     Class Representatives, Class Deponents and Class Participants:  
2     Subject to Court approval, Defendant agrees to pay, on behalf of the Released  
3     Parties, the Class Representatives Enhancement Awards of \$7,500.00, and each  
4     Class Deponent an Enhancement Award of \$5,000.00, the Class Participants  
5     Service award of \$3,500.00 for his/her service to the Class. The Service Awards  
6     shall be part of the Maximum Settlement Amount. Defendant will not object to  
7     Class Counsel's application for Court approval of Service Awards to the Class  
8     Representatives or Class Deponents. It is understood the Service Awards are in  
9     addition to any claimed individual Settlement Award to which Plaintiffs or Class  
10    Deponents as Authorized Claimants. The Claims Administrator will issue to the  
11    Class Representatives and Class Deponents IRS Form 1099 for the Enhancement  
12    Award, and the Class Representatives and Class Deponents will be solely  
13    responsible for correctly characterizing the Enhancement Awards for tax purposes  
14    and for paying any taxes on the amounts received. The Claims Administrator shall  
15    pay the Enhancement Awards approved by the Court within 21 calendar days after  
16    the Effective Date. Should the Court approve Service Awards in an amount less  
17    than the amounts described above, each Authorized Claimant will receive a  
18    proportionate amount of the lesser amount approved by the Court and the total of  
19    the amounts described above based on the percentage of shifts each Authorized  
20    Claimant worked as compared with the total amount of shifts worked by the entire  
21    Settlement Class.

22                   h.     Claim and Consent Form: Class Members are required to timely  
23    submit a valid Claim and Consent Form to be considered Authorized Claimants. A  
24    Claim and Consent Form shall be deemed valid only if: (i) the Claim and Consent  
25    Form is postmarked no later than the Claims Deadline; (ii) contains a Settlement  
26    Class Member's name, address, and social security number; (iii) the Settlement  
27    Class Member has dated and signed the Claim and Consent Form under penalty of  
28    perjury; and (iv) the name and social security number provided by the Settlement

1 Class Member on the Claim and Consent Form matches Defendant's records. If the  
2 Claims Administrator receives a Claim and Consent Form on or before the Claims  
3 Deadline, but the Claim and Consent Form is defective as to any of these three  
4 requirements, then, within 3 days of its receipt of the defective Claim and Consent  
5 Form, the Claims Administrator shall notify the Settlement Class Member that the  
6 Claim and Consent Form is defective and that a corrected Claim and Consent Form  
7 must be received by the Claim Administrator by the later of the Claims Deadline or  
8 21 days after the due date of mailing the notice of defect. If the Settlement Class  
9 Member's Claim and Consent Form remains defective after this opportunity to  
10 cure, the Claim and Consent Form shall be rejected and deemed invalid and of no  
11 effect. If any of the information specified in this paragraph is provided but the  
12 information provided by the Class Member does not match Defendant's records, the  
13 Claims Administrator shall determine whether the Claim and Consent Form should  
14 be accepted.

15 The Class Representatives, Class Deponents and Class Participants as  
16 identified in Paragraph 1(j)-(l) above will not be required to submit a Claim and  
17 Consent Form to be considered Authorized Claimants. The Class Representatives,  
18 Class Deponents and Class Participants as identified in Paragraph 1(j)-(l) above  
19 will be deemed to have timely submitted Claim and Consent Forms and thus will be  
20 eligible to receive a Settlement Award.

21 i. Plaintiffs' Counsel shall have the right to request that the  
22 Court excuse the late submission of any Claim and Consent Form by any  
23 Settlement Class Member for good cause shown, as long as the Claims  
24 Administrator has received such Claim and Consent Form at least 10 days prior to  
25 the date of the final approval by the Court of the Settlement provided for in this  
26 Stipulation of Settlement. The name and social security number provided by the  
27 Settlement Class Member will be deemed to match Defendant's records only if: (i)  
28 the first and last name and the social security number provided by the Class



1 Member matches Defendant's records; or (ii) the social security number provided  
2 by the Settlement Class Member matches Defendant's records and it appears the  
3 person's name have been legally changed as a result of a change in marital status or  
4 the order of a court. The Parties will engage in good faith attempts to resolve any  
5 questions regarding such matters. In the event of an irreconcilable conflict between  
6 the information provided on a Claim and Consent Form and information in  
7 Defendant's records, Defendant's records shall be presumed correct, but the Claims  
8 Administrator shall make a final ruling as to whether such claim shall be accepted  
9 after considering all such evidence as it reasonably deems appropriate.

10 ii. Subject to the provisions set forth above, if any Class  
11 Member has not cured a defect in his or her otherwise timely Claim and Consent  
12 Form within the time prescribed above, the Settlement Administrator shall deny  
13 that claim and send that person a notice, stating the reason the claim was denied.

14 iii. The Claims Administrator's determination of eligibility  
15 for any Settlement Awards under the terms of this Settlement shall be conclusive,  
16 final and binding on all Parties and all Settlement Class Members.

17 i. Failure to Submit Claim and Consent Form: Class Members  
18 will have 30 calendar days from the mailing date of the Notice within which to  
19 postmark their Claim and Consent Forms. All Class Members, with the exception  
20 of the Class Representatives, Class Deponents and Class Participants as identified  
21 in Paragraph 1(j)-(l) above who are already deemed eligible to receive a Settlement  
22 Award, are required to submit a valid and timely Claim and Consent Form in order  
23 to receive a Settlement Award. A failure to submit a valid and timely Claim and  
24 Consent Form does not effect exclusion from the Settlement Class. Instead all  
25 Class Members shall remain members of the Settlement Class and will be bound by  
26 all terms of the Settlement and any Final Order and Judgment entered by the Court  
27 unless they have excluded themselves from the Settlement Class in the manner  
28 provided herein.



1           j.     Eligibility for Payment of Settlement Award: All Authorized  
2 Claimants shall receive Settlement Awards referenced in paragraph 12(d) above.

3           k.     Issuance of Checks: Within 21 days following the Effective  
4 Date, and solely for purposes of the compliance with this Agreement, Defendant,  
5 through the Third Party Administrator, shall issue checks to each Authorized  
6 Claimant in the amounts of the Settlement Award. Such checks shall be mailed via  
7 First Class Mail. In no event shall any payment be made prior to the Effective  
8 Date.

9           l.     Unclaimed Settlement Award Offers and Uncashed Checks:  
10 Any checks paid to Authorized Claimants shall remain valid and negotiable for 90  
11 days from the date of their issuance and may thereafter automatically be canceled  
12 by Defendant if not cashed by the Authorized Claimants within that time, at which  
13 time the Authorized Claimant's claim will be deemed null and void and of no  
14 further force and effect and the funds will be retained by Defendant. In the event  
15 any Settlement Class Member who is sent a Claim and Consent Form and fails to  
16 submit validly and timely submit it, the monies compromising the offer of the  
17 Settlement Award to that Settlement Class Member will be retained by Defendant.

18           m.     Exclusion Forms: For each Class Member, there will be pre-  
19 printed information on the Exclusion Form mailed to the Class Member. Each  
20 Exclusion Form must be completed in its entirety to be considered valid, unless  
21 otherwise mutually agreed upon by the Parties for good cause.

22                             CLAIMS ADMINISTRATION

23           13.    Within ten days of the Court's approval of the settlement, Defendant  
24 will provide the claims administrator with the contact information for all eligible  
25 individuals, including their name, address, telephone number and email, to the  
26 extent such information is in Defendant's possession. The Claims Administrator  
27 will send the Class Participant Notice and Exclusion forms to Class  
28 Representatives, Class Deponents, and Class Participants as described in

1 Paragraphs I(j)-(l) above. The Claims Administrator shall send all other Class  
2 Members the Non-Participation Class Notice, Claim and Consent, and Exclusion  
3 Forms. The Claims Administrator shall report in writing the substance of its  
4 findings to the Parties. The Claims Administrator shall be granted reasonable  
5 access to Defendant's records to perform its duties. At the request of the Parties  
6 and upon receipt of funds from Defendant, the Claims Administrator shall issue and  
7 mail the Settlement Award checks to the Authorized Claimants within 21 calendar  
8 days after the Effective Date. Tax treatment of the Settlement Awards will be as set  
9 forth herein, and in accordance with state and federal tax laws; provided, however,  
10 Plaintiffs and other Class Members herein acknowledge that neither the Released  
11 Parties nor Defendant's counsel has or is providing any tax advice. The fees and  
12 expenses of the Claims Administrator shall be part of the Maximum Settlement  
13 Amount, and shall be paid within 21 calendar days after the Effective Date. All  
14 disputes relating to the Claims Administrator's performance of its duties shall be  
15 referred to the Court, if necessary, which will have continuing jurisdiction over the  
16 terms and conditions of this Stipulation of Settlement until all payments and  
17 obligations contemplated by this Stipulation of Settlement have been fully carried  
18 out.

#### 19 ATTORNEYS' FEES AND COSTS

20 14. In consideration for settling this matter and in exchange for the release  
21 of claims by the Settlement Class, and subject to final approval or modification by  
22 the Court, Defendant agrees to pay \$150,000 for all current and future attorneys'  
23 fees, and up to \$12,500 in costs as the Class Counsel Award. Defendant will not  
24 object to Class Counsel's application for attorneys' fees and costs up to the  
25 maximum amounts set forth above. The amounts set forth above will cover all  
26 work performed and all fees and costs incurred to date, and all work to be  
27 performed and all fees and costs to be incurred in connection with the approval by  
28 the Court of this Stipulation of Settlement, administration of the Settlement,

1 obtaining judgment in the Action, and any challenges, writs or appeals to the  
2 Settlement.

3 15. The attorneys' fees and costs approved by the Court shall be  
4 distributed to Class Counsel by the Claims Administrator within 14 calendar days  
5 after the Effective Date.

6 NOTICE TO THE SETTLEMENT CLASS

7 16. Notice of this Settlement shall be carried in via U.S. Mail.

8 a. U.S. Mail. The Notice and Exclusion Forms shall be sent by the  
9 Claims Administrator to the Class Members by first class mail based on the  
10 following procedure. Any returned envelopes from this mailing with forwarding  
11 addresses will be used by the Claims Administrator to forward the Notice and  
12 Exclusion Forms to Class Members.

13 i. Within 15 calendar days of preliminary approval of this  
14 Settlement by the Court, Defendant shall provide to the Claims Administrator a  
15 spreadsheet, which will list for each Class Member the Class Member's name, last-  
16 known address, social security number, and Settlement Award to be paid. The  
17 Parties agree that each Class Member's name, last-known address, social security  
18 number, and any other Settlement class data will be used only by the Claims  
19 Administrator for the sole purpose of effectuating the Settlement, and will not be  
20 provided to Class Counsel. The spreadsheet shall be based on Defendant's payroll  
21 and/or personnel records, and in a format reasonably acceptable to the Claims  
22 Administrator. Defendant agrees to consult with the Claims Administrator prior to  
23 the production date to ensure that the format will be acceptable to the Claims  
24 Administrator. The Claims Administrator will run a check of the Class Members'  
25 last-known addresses against those on file with the U.S. Postal Service's National  
26 Change of Address List. Within 20 calendar days of preliminary approval of this  
27 Settlement by the Court, the Claims Administrator will mail the Notice and  
28 Exclusion Forms to the Class Members. The Class Members will have 30 calendar

1 days in which to postmark Claim and Consent Forms, Exclusion Forms, or to  
2 postmark objections to the Stipulation of Settlement.

3           ii. Notice and Exclusion Forms returned to the Claims  
4 Administrator as non-delivered shall be resent to the forwarding address, if any, on  
5 the returned envelope. If there is no forwarding address, the Claims Administrator  
6 will do one computer search for a new address using the Class Member's social  
7 security number. Said search will be performed by the Claims Administrator one  
8 time for each Notice and Exclusion Forms returned without a forwarding address  
9 per Class Member. Upon completion of these steps by the Claims Administrator,  
10 Defendant and the Claims Administrator shall be deemed to have satisfied their  
11 obligations to provide the Notice and Exclusion Forms to the affected Class  
12 Member, and, regardless of whether the affected Class Member actually receives  
13 the Notice and Exclusion Forms, the affected Class Member shall remain a member  
14 of the Settlement Class and shall be bound by all the terms of the Settlement and  
15 the Court's Final Order and Judgment.

16           iii. Class Counsel shall provide to the Court, at least 15  
17 calendar days before the final fairness hearing, a declaration by the Claims  
18 Administrator of due diligence and proof of mailing with regard to the mailing of  
19 the Notice and Exclusion Forms.

#### 20                           EXCLUSION PROCESS

21           17. Class Members will have 30 calendar days from the mailing date of  
22 the Notice within which to postmark or fax their Exclusion Form to the Claims  
23 Administrator. The Claims Administrator will not send a reminder notices to Class  
24 Members about the notice or exclusion process. No request for Exclusion will be  
25 honored if postmarked or faxed after the 30 calendar-day period. Class Members  
26 are responsible to maintain a photocopy of the Exclusion Form and record of proof  
27 of mailing. Unless a timely and valid Exclusion form is filed consistent with the  
28 terms of this Stipulation of Settlement, the Class Member shall be bound by this

1 Stipulation of Settlement and the Settlement Class release. The Parties agree to  
2 meet and confer if the intent of a particular request for Exclusion is ambiguous, and  
3 may mutually agree to accept such request for Exclusion for good cause shown.

4 18. If the total number of Class Members who exclude themselves from  
5 the Settlement is more than 8 individuals, Defendant will have the option at its  
6 discretion of rejecting the Settlement in its entirety; provided however, that such  
7 option must be exercised within 7 days after receiving notice from the Settlement  
8 Administrator after the Objection/Exclusion Deadline as to how many Class  
9 Members have requested exclusion.

#### 10 OBJECTION PROCESS

11 19. A Class Member may object to this Settlement. For a Class Member  
12 to object to the Settlement, a Class Member must file with the Court no later than  
13 the Objection Deadline a notice of objection, signed by the Class Member or his or  
14 her counsel, stating the Class Member's: (i) name; (ii) current address; (iii)  
15 telephone number; (iv) dates of employment with Defendant; (v) last 4-digits of his  
16 or her social security number; and (vi) basis of the objection. The Class Member  
17 objecting to the settlement must also serve a copy of his or her notice of objection  
18 on counsel for the Parties and the Claims Administrator by the Objection Deadline.  
19 The postmark date of the filing and service shall be deemed the exclusive means for  
20 determining that the notice of objection is timely. The Claims Administrator will  
21 not send any reminder notices to Class Members about the objection process. Class  
22 Members who fail to make objections in the manner specified above shall be  
23 deemed to have waived any objections, and shall be foreclosed from making any  
24 objections (whether by appeal or otherwise) to the Settlement. Class Members who  
25 file and serve timely notices of objection will have a right to appear at the Court's  
26 hearing to provide final approval of the Settlement in order to have their objections  
27 heard by the Court. At no time shall any of the Parties or their counsel seek to  
28 solicit or otherwise encourage Class Members to submit written objections to the

1 Settlement or appeal from the Court's Final Order and Judgment. Class Counsel  
2 shall not represent any Class Members with respect to any such objections to this  
3 Settlement.

4 20. If the total number of Class Members who object to the Settlement is  
5 more than 8 individuals, Defendant will have the option at its discretion of rejecting  
6 the Settlement in its entirety; provided however, that such option must be exercised  
7 within 7 days after receiving notice from the Settlement Administrator after the  
8 Objection/Exclusion Deadline as to how many Class Members have requested  
9 exclusion.

#### 10 RELEASE OF CLAIMS

11 21. Upon final approval by the Court of this Stipulation of Settlement, and  
12 except as to such rights or claims as may be created by this Stipulation of  
13 Settlement, each Class Member who has not submitted a valid Request for  
14 Exclusion, fully releases and discharges Defendant and each of the Released Parties  
15 for and from all Released Claims. In addition, as of the date of entry of the Final  
16 Order and Judgment, each Class Member who has not submitted a valid Request for  
17 Exclusion will be forever barred and enjoined from instituting any action or  
18 proceeding, accepting damages or obtaining relief against any Released Party for  
19 any acts or omissions relating to the Released Claims from August 1, 2011 up to  
20 and including April 13, 2014.

21 22. The Notice mailed to the Settlement Class specifically set for the  
22 claims being released.

#### 23 NULLIFICATION OF SETTLEMENT AGREEMENT

24 23. In the event: (i) the Court does not enter any order required as  
25 specified herein; (ii) the Court does not finally approve the Settlement as provided  
26 herein; (iii) the Court does not enter the Settlement Order and Judgment as provided  
27 herein which become final as a result of the occurrence of the Effective Date; or  
28 (iv) the Settlement does not become final for any other reason, this Agreement shall



1 be null and void *ab initio* and any order of judgment entered by the Court in  
 2 furtherance of this Settlement shall be treated as withdrawn or vacated by  
 3 Agreement of the Parties. In such case, the Parties shall be returned to their  
 4 respective statuses as of the date immediately prior to the execution of this  
 5 Agreement, and the Parties shall proceed in all respects as if this Agreement had not  
 6 been executed. In the event an appeal is filed from the Settlement Order and  
 7 Judgment, or any other appellate review is sought prior to the Effective Date,  
 8 administration of the Settlement shall be stayed pending final resolution of the  
 9 appeal or other appellate review.

#### 10 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

11 24. Within 21 calendar days from execution of this Stipulation of  
 12 Settlement, Plaintiffs' Counsel shall file a Motion for Preliminary Approval of  
 13 Class Action Settlement, submit this Stipulation of Settlement, and request a  
 14 determination by the Court as to the Settlement's fairness, adequacy, and  
 15 reasonableness. In so doing, Class Counsel shall apply to the Court for the entry of  
 16 the Preliminary Approval Order substantially in the following form and as attached  
 17 hereto as **Exhibit C**:

18 a. Scheduling a fairness hearing on the question of whether the  
 19 proposed Settlement, including payment of attorneys' fees and costs, costs of  
 20 administration, and the Enhancement Awards should be finally approved as fair,  
 21 reasonable, and adequate as to the members of the Settlement Class;

22 b. Certifying the Settlement Class, Plaintiffs as Class  
 23 Representatives and Pitt McGehee Palmer & Rivers, P.C. as Class Counsel;

24 c. Approving as to form and content the proposed Claim and  
 25 Consent Form attached hereto as **Exhibit A**;

26 d. Approving as to forms and content the proposed Notices  
 27 attached hereto as **Exhibits B and F**;

28 e. Approving as to form and content the proposed Request for



1 Exclusion Form attached hereto as **Exhibit E**;

2 f. Approving the manner and method for Class Members to  
3 request exclusion from the Settlement as contained herein and within the Notice  
4 and Exclusion Forms;

5 g. Directing the mailing of the Notice and the Exclusion Forms by  
6 first class mail to the Class Members;

7 h. Preliminarily approving the Settlement subject only to the  
8 objections of Class Members and final review by the Court; and

9 i. Enjoining Plaintiffs and all Class Members from filing or  
10 prosecuting any other cases, claims, suits or administrative proceedings (including  
11 filing claims with any state or local agency or department) regarding claims  
12 released by the Settlement unless and until such Class Members have filed valid  
13 Requests for Exclusion with the Claims Administrator and the time for filing  
14 exclusions with the Claims Administrator has elapsed.

15 25. To effectuate the Settlement, the Parties agree all formal, informal  
16 discovery, and motion practice, shall be stayed pending Court approval of the  
17 Settlement. The Parties also agree that all Court deadlines be continued pending  
18 preliminary approval of the Settlement.

19 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

20 26. Following final approval by the Court of the Settlement provided for in  
21 this Stipulation of Settlement, Class Counsel will submit a proposed Court's Final  
22 Order and Judgment in substantially the form attached hereto as **Exhibit D**:

23 a. Approving the Settlement, adjudging the terms thereof to be fair,  
24 reasonable and adequate, and directing consummation of its terms and provisions;

25 b. Approving Class Counsel's application for an award of  
26 attorneys' fees and costs not to exceed the maximum amount set forth herein;

27 c. Approving the Enhancement Awards to the Class  
28 Representatives not to exceed the maximum amount set forth herein;

1 d. Approving the Enhancement Awards to the Class Deponents not  
2 to exceed the maximum amount set forth herein;

3 e. Approving the Enhancement Awards to the Class Participants  
4 not to exceed the maximum amount set forth herein; and

5 f. Entering judgment of the Action on the merits, and permanently  
6 barring and enjoining all members of the Settlement Class from prosecuting against  
7 the Released Parties any individual or class or collective claims released herein  
8 pursuant to paragraph 22 above, upon satisfaction of all payments and obligations  
9 hereunder.

10 27. The Class Representatives and Class Counsel agree to return all of the  
11 Released Parties' company and employee documents, lists and electronic data in all  
12 forms and formats (originals and copies) within 21 calendar days from the Effective  
13 Date.

14 PARTIES' AUTHORITY

15 28. The signatories hereto hereby represent that they are fully authorized  
16 to enter into this Stipulation of Settlement and bind the Parties hereto to the terms  
17 and conditions thereof.

18 MUTUAL FULL COOPERATION

19 29. The Parties agree to fully cooperate with each other to accomplish the  
20 terms of this Stipulation of Settlement, including but not limited to, execution of  
21 such documents and taking such other action as reasonably may be necessary to  
22 implement the terms of this Stipulation of Settlement. The Parties to this  
23 Stipulation of Settlement shall use their reasonable best efforts, including all efforts  
24 contemplated by this Stipulation of Settlement and any other efforts that may  
25 become necessary by order of the Court, or otherwise, to effectuate this Stipulation  
26 of Settlement and the terms set forth herein. As soon as practicable after execution  
27 of this Stipulation of Settlement, Class Counsel shall, with the assistance and  
28

1 cooperation of Defendant and its counsel, take all necessary steps to secure the  
2 Court's final approval of this Stipulation of Settlement.

3 NO PRIOR ASSIGNMENTS

4 30. The Parties and their respective counsel represent, covenant and  
5 warrant that they have not directly or indirectly, assigned, transferred, encumbered  
6 or purported to assign, transfer or encumber to any person or entity any portion of  
7 any liability, claim, demand, action, cause of action or right herein released and  
8 discharged.

9 NO ADMISSION

10 31. Nothing contained herein, nor the consummation of this Stipulation of  
11 Settlement, is to be construed or deemed an admission of liability, culpability,  
12 negligence, or wrongdoing on the part of Defendant or any of the Released Parties.  
13 Each of the Parties hereto has entered into this Stipulation of Settlement solely with  
14 the intention to avoid further disputes and litigation with the attendant  
15 inconvenience and expenses.

16 ENFORCEMENT ACTIONS

17 32. In the event one or more of the Parties to this Stipulation of Settlement  
18 institutes any legal action or other proceeding against any other party or Parties to  
19 enforce the provisions of this Stipulation of Settlement or to declare rights or  
20 obligations under this Stipulation of Settlement, the successful party or Parties shall  
21 be entitled to recover from the unsuccessful party or Parties' reasonable attorneys'  
22 fees and costs, including expert witness fees incurred in connection with any  
23 enforcement actions.

24 NOTICES

25 33. Unless otherwise specifically provided herein, all notices, demands or  
26 other communications given hereunder shall be in writing and shall be deemed to  
27 have been duly given as of the first business day after mailing by overnight courier  
28 with confirmed delivery, addressed as follows:

To Plaintiffs and the Settlement Class:

Megan A. Bonanni  
Robert W. Palmer  
Pitt McGehee Palmer & Rivers, P.C.  
117 W. Fourth Street, Suite 200  
Royal Oak, MI 48067  
(248) 398-9800  
[mbonanni@pittlawpc.com](mailto:mbonanni@pittlawpc.com)

To Defendant:

Elayna J. Youchah  
Jackson Lewis LLP  
3800 Howard Hughes Parkway  
Suite 600  
Las Vegas, NV 89169

CONSTRUCTION

34. The Parties agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

35. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

36. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

INTEGRATION CLAUSE

37. This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all

1 prior or contemporaneous agreements, understandings, representations and  
2 statements, whether oral or written and whether by a Party or such Party's legal  
3 counsel, are merged herein. No rights hereunder may be waived except in writing.

4 BINDING ON ASSIGNS

5 38. This Stipulation of Settlement shall be binding upon and inure to the  
6 benefit of the Parties and their respective heirs, trustees, executors, administrators,  
7 successors, and assigns; provided, however, that a Party's rights and obligations  
8 hereunder may not be assigned or delegated without the express prior written  
9 consent of the other Parties.

10 CLASS MEMBER SIGNATORIES

11 39. It is agreed that because the Class Members are so numerous, it is  
12 impossible or impractical to have each Class Member execute this Stipulation of  
13 Settlement. The Notice will advise all Class Members of the binding nature of the  
14 release, and the release shall have the same force and effect as if this Stipulation of  
15 Settlement were executed by each Class Member.

16 COUNTERPARTS

17 40. This Stipulation of Settlement may be executed in counterparts and by  
18 facsimile signatures, and when each party has signed and delivered at least one such  
19 counterpart, each counterpart, including email and PDF versions, shall be deemed  
20 an original and, when taken together with other signed counterparts, shall constitute  
21 one Stipulation of Settlement binding upon and effective as to all Parties.

22 PUBLIC COMMENT

23 41. The Class Representatives, Class Deponent, Class Participant and  
24 Class Counsel will not make any public disclosure of any kind in any medium,  
25 including, but not limited to any publication on any social media or web site,  
26 regarding the facts underlying or terms of the Settlement, except for the filing of  
27 pleadings and declarations with the Court in support of preliminary and final  
28 approval of the Settlement. Class Counsel will take all steps necessary to ensure



1 the Class Representatives are aware of, and will ensure that they adhere to, the  
 2 restriction against any public disclosure of the Settlement. The Class  
 3 Representatives and Class Counsel will not have any communications with the  
 4 media. Class Counsel will take all steps necessary to ensure the Class  
 5 Representatives are aware of, and will ensure that they adhere to, the restriction  
 6 against any media comment on the Settlement and its terms. Class Counsel agrees  
 7 that it shall not publicize or use, in any fashion, the existence of, the facts  
 8 underlying, the settlement, or the settlement terms reached in this dispute for  
 9 advertising purposes of any kind.

10 NO ADVERSE OR RETALIATORY ACTION

11 42. Defendant will not take any adverse or retaliatory action against the  
 12 Class Representatives because of their participation in the Action.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily  
 14 executed this Stipulation of Settlement as of the date(s) set forth below:

15 Plaintiffs and Class Representatives

16 DATED: 4/12/16 PLAINTIFF

17 By: Cynthia Applebaum  
 18 CYNTHIA APPLEBAUM

19 DATED: \_\_\_\_\_ PLAINTIFF

20 By: \_\_\_\_\_  
 21 WARREN BLACK

22 DATED: \_\_\_\_\_ PLAINTIFF

23 By: \_\_\_\_\_  
 24 ANITA MATLOCK

the Class Representatives are aware of, and will ensure that they adhere to, the restriction against any public disclosure of the Settlement. The Class Representatives and Class Counsel will not have any communications with the media. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of, and will ensure that they adhere to, the restriction against any media comment on the Settlement and its terms. Class Counsel agrees that it shall not publicize or use, in any fashion, the existence of, the facts underlying, the settlement, or the settlement terms reached in this dispute for advertising purposes of any kind.

**NO ADVERSE OR RETALIATORY ACTION**

42. Defendant will not take any adverse or retaliatory action against the Class Representatives because of their participation in the Action.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Settlement as of the date(s) set forth below:

**Plaintiffs and Class Representatives**

DATED: \_\_\_\_\_ PLAINTIFF

By: \_\_\_\_\_  
CYNTHIA APPLEBAUM

DATED: 4-9-16 PLAINTIFF

By: Warren Black  
WARREN BLACK

DATED: \_\_\_\_\_ PLAINTIFF

By: \_\_\_\_\_  
ANITA MATLOCK



the Class Representatives are aware of, and will ensure that they adhere to, the restriction against any public disclosure of the Settlement. The Class Representatives and Class Counsel will not have any communications with the media. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of, and will ensure that they adhere to, the restriction against any media comment on the Settlement and its terms. Class Counsel agrees that it shall not publicize or use, in any fashion, the existence of, the facts underlying, the settlement, or the settlement terms reached in this dispute for advertising purposes of any kind.

NO ADVERSE OR RETALIATORY ACTION

42. Defendant will not take any adverse or retaliatory action against the Class Representatives because of their participation in the Action.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Settlement as of the date(s) set forth below:

Plaintiffs and Class Representatives

DATED: \_\_\_\_\_ PLAINTIFF

By: \_\_\_\_\_  
CYNTHIA APPLEBAUM

DATED: \_\_\_\_\_ PLAINTIFF

By: \_\_\_\_\_  
WARREN BLACK

DATED: April 12, 2016 PLAINTIFF

By: Anita Matlock  
ANITA MATLOCK

1 DATED: 4/11/16

PLAINTIFF

2 By:   
3 PATRICK RIDGEWAY

4 DATED: \_\_\_\_\_

PLAINTIFF

5 By: \_\_\_\_\_  
6 WILLIAM SLY

7  
8 **Class Counsel**

9 DATED: \_\_\_\_\_

PITT MCGEHEE PALMER &  
RIVERS, P.C

10 By: \_\_\_\_\_  
11 Megan A. Bonanni  
12 Robert W. Palmer  
13 Attorneys for Plaintiffs and Class  
14 Counsel

15 **Defendant**

16 DATED: \_\_\_\_\_

DEFENDANT MGM GRAND DETROIT,  
LLC

17 By: \_\_\_\_\_

18  
19 **Defendant's Counsel**

20 DATED: \_\_\_\_\_

JACKSON LEWIS LLP

21 By: \_\_\_\_\_  
22 Elayna J. Youchah  
23 Attorneys for Defendant  
24  
25  
26  
27

28 4842-1707-0896, v. 1

1 DATED: \_\_\_\_\_

PLAINTIFF

2  
3 By: \_\_\_\_\_  
PATRICK RIDGEWAY

4 DATED: \_\_\_\_\_

PLAINTIFF

6 By: \_\_\_\_\_  
7 WILLIAM SLY

8 **Class Counsel**

9 DATED: \_\_\_\_\_

PITT MCGEHEE PALMER &  
RIVERS, P.C

11 By: \_\_\_\_\_  
12 Megan A. Bonanni  
13 Robert W. Palmer  
14 Attorneys for Plaintiffs and Class  
Counsel

15 **Defendant**

16 DATED: \_\_\_\_\_

DEFENDANT MGM GRAND DETROIT,  
LLC

18 By: \_\_\_\_\_

19 **Defendant's Counsel**

20 DATED: \_\_\_\_\_

JACKSON LEWIS LLP

22 By: \_\_\_\_\_  
23 Elayna J. Youchah  
24 Attorneys for Defendant

28 4842-1707-0896, v. 1

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By: PATRICK RIDGEWAY

DATED: \_\_\_\_\_

PLAINTIFF

By: WILLIAM SLY

**Class Counsel**

DATED: \_\_\_\_\_

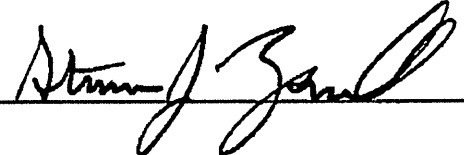
PITT MCGEHEE PALMER &  
RIVERS, P.C

By: Megan A. Bonanni  
Robert W. Palmer  
Attorneys for Plaintiffs and Class  
Counsel

**Defendant**

DATED: 4-13-2016

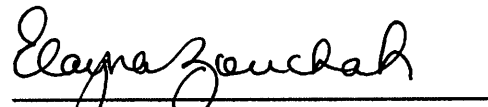
DEFENDANT MGM GRAND DETROIT,  
LLC

By: 

**Defendant's Counsel**

DATED: 4/13/2016

JACKSON LEWIS LLP

By:   
Elayna J. Youchak  
Attorneys for Defendant

4842-1707-0896, v. 1